

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re: Brandon W. Weiss
 Debtor

LoanCare, LLC, or its Successor or Assignee
 Movant

vs.

WILLIAM C. MILLER, Esq., Trustee
Brandon W. Weiss
 Respondents

Chapter 13
Bankruptcy No. 20-14005-elf

**MOTION OF LOANCARE, LLC, OR ITS SUCCESSOR OR ASSIGNEE FOR RELIEF FROM
AUTOMATIC STAY UNDER § 362(a)**

Movant: LoanCare, LLC, or its Successor or Assignee

Mortgage dated March 12, 2013 and recorded on April 16, 2013 in the Office of the Recorder of Montgomery County as Instrument No. 2013024032.

Assignment of Mortgage dated December 12, 2014 and recorded on December 22, 2014 in the Office of the Recorder of Montgomery County as Instrument No. 2014064272.

Assignment of Mortgage dated August 19, 2019 and recorded on August 28, 2019 in the Office of the Recorder of Montgomery County as Instrument No. 2019048841.

1. LoanCare, LLC, or its Successor or Assignee (hereinafter "Movant") holds a claim secured by a duly recorded Mortgage on property of Brandon W. Weiss, or of the bankruptcy estate located at: 630 Haverford Road, Haverford, Pennsylvania 19041.

2. Brandon W. Weiss (hereinafter "Debtor") filed a Petition under Chapter 13 on October 7, 2020.

3. At the present time, the Mortgage requires payments each month of \$1,523.13.

4. Movant has not received regular mortgage payments and lacks adequate protection of its interests.

5. Debtor is in default of post-petition payments to the present date from November 1, 2020.

6. Debtor and prior servicer entered into a Loan Modification Agreement on December 5, 2017 with a modified principal balance at \$163,680.00 and a new maturity date of December 1, 2057. The Debtor has since defaulted under the terms of this agreement.

7. The total amount of the post-petition arrearage as of this date is \$7,615.65. This figure is broken down as follows:

-Five (5) delinquent payments, each in the amount of \$1,523.13, representing the months of November 2020 through March 2021

8. Since March 3, 2021, Movant has incurred attorneys' fees in connection with this Motion.

9. Movant does not have and has not been offered adequate protection for its interest in said premises and may be required to pay expenses for said premises in order to preserve its lien, which is the obligation of the Debtor under said Mortgage.

10. Movant specifically requests permission from the Honorable Court to communicate with the Debtor and Debtor's counsel to the extent necessary to comply with applicable nonbankruptcy law.

WHEREFORE, Movant prays for an order modifying the automatic stay of Bankruptcy Code §362(a) to permit Movant to foreclose its Mortgage and to exercise any other rights it has under the Mortgage or with respect to the mortgaged property such actions may include but are not limited to selling the property at Sheriff Sale, entering into a loan modification or signing a deed in lieu of foreclosure; and

Further, granting Movant permission from this Honorable Court to communicate with the Debtor and Debtor's counsel to the extent necessary to comply with the applicable nonbankruptcy law.

/s/ Lauren M. Moyer, Esquire

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